

**REMARKS/ARGUMENTS**

Applicant thanks the Examiner for the allowance of Claims 1-4, 51, 55, 60 and 62.

Regarding Examiner's comments on the reason for allowance of Claims 1-4, 51, 55, 60, and 62, and the allowable subject matter of Claims 23, 26, 27, 30, 32-38, 41, 44-46, 50, 53, 54, 56, 57, 59, and 61 as being patentably distinct over Landler *et al.* (U.S. 4,418,106), Mahn, Sr., *et al.* (U.S. 5,338,603) and Abrams *et al.* (U.S. 4, 810,549); Applicant submits the following remarks for the record.

Applicant agrees that "Landler fails to teach the use of a *flock transfer* (i.e., release sheet and release agent) and the desire to apply *patterned flock fibers* onto the thermosetting layer. Also, Landler fails to also teach or suggest a *self-supporting* thermosetting sheet ...[and] ... requires a carrier web for the thermosetting sheet," (emphasis included).

Applicant further submits that Applicant's thermosetting sheet embraces extruded and solvent cast "pre-formed, solid, and self-supporting thermosetting" adhesives, which may be on a temporary carrier sheet; and that Applicant's thermosetting sheets are separate, distinct and not anticipated by Landler for at least the following reasons: (i) Landler's foam is an aqueous dispersions when applied to the carrier web (col. 2, lines 13-14), whereas Applicant's thermosetting sheets are extruded or solvent cast (and therefore in the form of a self-supporting sheet) before and during contact with the flock; (ii) Landler's carrier web sheet is *permanently* adhered to the foam (col. 8, lines 35-42, col 10, lines 26-55), whereas Applicant removes the carrier sheet in contact with the thermosetting sheet prior to adhering to a substrate; and (iii) Landler's carrier sheet is *permanently* adhered to the backing (col. 10, lines 26-55 and Fig. 5), whereas Applicant's carrier sheet is removed prior to adhering the flock transfer to a substrate.

**Claim Objections**

The Examiner objected to Claims 29 and 31 under 37 CFR 1.75(c) as being of improper dependent form for failing to further limit the subject matter of a previous claim. Applicant has

amended Claims 29 and 31 to correct the improper dependent form, the claims now limit the subject matter of the claims they respectively depend therefrom. Claims 29 and 31 now read in clean form:

Claim 29. The article of Claim 27, wherein the thermosetting sheet is a thermosetting polyurethane film or a thermosetting polyester film.

Claim 31. The article of Claim 27, wherein the thermosetting sheet is cross-linked and wherein the thermosetting sheet is adhered to the second surface of the flock in the absence of a binder adhesive.

#### **Claim Rejections under 35 USC §112**

The Examiner rejected Claims 18-23, 25-27, 29-38, 41, 44-46, 48, 50, 52-54, 56-59, 61 and 63 under 35 U.S.C. 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter that Applicant regards as the invention. The Examiner suggested that Claims 18, 26, 31, 33, 35, 45, and 57-59 be amended to describe opposing first and second flock ends or surfaces. Applicant has so amended the claims to remove the indefinite nature of the subject claims; Claims 18, 26, 31, 33, 35, 45, 58, and 59 now respectively refer to first and second flock surfaces or first and second ends of the flock, and Claim 57 reference to indefinite “free ends” of the flock was deleted.

Applicant submits that Claims 18, 26, 31, 33, 45, and 57-59 are now allowable, and Claims 20, 22, 23, 25, 27, 29, 30, 32, 34, 36, 38, 41, 44, 46, 48, 50, 52-54, 56, and 63 rejected for their dependency on indefinite Claims 18 and 26 are now also in allowable form. Rejected Claims 19, 21, 37, and 61 have been canceled.

#### **Claim Rejections under 35 USC §103**

The Examiner rejected Claim 18-22, 25, 48, 52, 58, and 63 under 35 U.S.C. 103(a) as being unpatentable over US 5,338,603 to Mahn, Sr., *et al.* in view of US 4,810,549 to Abrams *et al.*

Applicant respectfully disagrees.

Applicant has amended Claim 18, amended Claim 18 is distinct from Mahn and Abrams in at least the italicized sections presented in clean form below:

**Claim 18. A flocked transfer assembly, comprising:**

a release sheet;

a release agent on the release sheet;

flock fibers on the release agent; the flock fibers having opposing first and second ends, wherein the flock fibers are formed in a desired pattern on the release sheet, the release agent being located between the flock fibers and the release sheet and holding the first ends of the flock fibers to the release sheet; and

*a pre-formed, solid, continuous, and self-supporting thermosetting sheet engaging the second ends of the flock fibers, the flock fibers being located between the release agent and the thermosetting sheet, wherein the second ends of the flock fibers are in direct physical contact with and adhered to the thermosetting sheet.*

The Examiner admits in her rejection that “Mahn fails to teach the use of a flock transfer to apply patterned flock fibers onto the thermosetting layer” (page 4, section 9) and applies Abrams for the use of “transfers having release sheets and a release agent,” to apply flock to the thermosetting layer of Mahn (page 4, section 9).

Applicant respectfully submits that the Examiner that the combination of Mahn and Abrams fail to render obvious the claimed invention for reasons admitted by the Examiner in the reasons for allowance. The Examiner admits that “Mahn teaches a binder adhesive is present between the thermosetting sheet and the flock” (Office Action at page 6.) In Figure 3, Mahn teaches the positioning of a thermoplastic adhesive layer (PVC) between the upper layer 18 and the thermosettable polyester layer 15; thus, not teaching direct contact between flock and a thermosettable polyester layer (column 4, lines 32-50 and Fig. 3). Abrams fails to teach (a) the use of a thermosetting adhesive but rather teaches the use of binder and hot melt adhesives; (b) the application of the flock to a pre-formed, self-supporting adhesive but rather teaches application of the binder and hot melt adhesives as liquids to the flock; and (c) teaches the use of both binder and hot melt adhesives to bind “the flock into a unit” (Abrams at col. 2, lines 55-61),

wherein Abrams defines “a binder adhesive” as an acrylic adhesive applied as a liquid dispersion (column 3, lines 27-31). The Examiner admits that “Abrams fails to teach a thermosetting sheet wherein there is no binder adhesive between the thermosetting sheet and the flock” and, by implication, that Abrams fails to teach the direct contact of flock with a thermosetting adhesive. Applicant therefore submits that one of ordinary skill of art would not try, and would not reasonably expect success in, transferring flock to a thermosetting adhesive by lamination techniques. During the upcoming interview with the Examiner, the inventor will discuss the nonobviousness of laminating flock to a preformed adhesive film.

Applicant, therefore, respectfully submits that Claim 18 is allowable.

Applicant also respectfully submits that Claims 19, 22, 25, 48, 58, and 63 that depend from now allowable Claim 18 provide other bases for allowability.

Examiner rejected Claims 20 and 52 under *In re Leshin* submitting that it would be within the general skill of a worker within the art to select a known material, the thermosetting polyester or polyurethane adhesives of Applicant’s invention, for the thermosetting adhesive of Landler.

Applicant respectfully submits that the Examiner’s *In re Leshin* rejection is misplaced.

For the Examiner to apply an *In re Leshin* rejection Landler’s and the Applicant’s adhesives must perform “the same function,” *In re Leshin*, 227 F.2d 197, 125 USPQ 416 (CCPA 1960), Applicant respectfully submits that function of Landler’s thermosetting foam differs from the function of Applicant’s thermosetting sheet. Specifically, the functions of Landler’s thermosetting foam are: “apply plastic material on basis of a liquid” (column 2, lines 17-18) “aqueous dispersion” (column 2, line 14) that “superficially penetrates the carrier web, but does not completely penetrate through the web” (column 2, lines 34-35). These are not functions of Applicant’s pre-formed, solid, self-supporting thermosetting sheet; Applicant’s thermosetting sheet is: a) *not* applied as a liquid plastic material; b) *not* an aqueous mixture; and c) *does not* superficially penetrating a carrier web. Since the functions of Landler’s thermosetting foam and Applicant’s thermosetting sheet differ, substituting applicant’s pre-formed, solid, self-supporting

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thermosetting sheet form Landler's aqueous, thermosetting, penetrating foam would render Landler unsuitable for its intended purposes; therefore, the misplaced *In re Leshin* rejection cannot stand.

Applicant respectfully submits that Claims 20 and 52 are, therefore, allowable.

The Examiner rejected Claim 21 as being a method claim. Applicant has canceled Claim 21.

Applicant has added new dependent Claims 64-70 that Applicant believes contain no new matter and are in allowable form.

Based upon the foregoing, Applicant believes that all pending claims are in condition for allowance and such disposition is respectfully requested. In the event that a telephone conversation would further prosecution and/or expedite allowance, the Examiner is invited to contact the undersigned.

Respectfully submitted,

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